

SG1D

Approved For Release 2000/08/08 : CIA-RDP96-00789R003000460007-2

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORKSTATEMENT

C.1 52.000-4001
DESCRIPTION

The Contractor, as an independent contractor, and not as an agent, servant, or employee of the Government, utilizing special knowledge and techniques possessed by and available to the contractor, shall furnish all labor, equipment, facilities, services, and materials, (except as set forth hereinafter to be provided herein to be furnished by the Government), to perform this contract. Performance shall be in accordance with:

THE STATEMENT OF WORK, ATTACHMENT 1, DATED 4 JUNE 1992.

(End of Section)

SECTION D
PACKAGING AND MARKING

D.1 52.999-4001

PACKAGING AND MARKING OF TECHNICAL DATA

a. Technical Data shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and insure safe delivery at destination.

b. Container shall be clearly marked as follows:

- (1) Consignee's name and address.
- (2) Contract number.
- (3) Description of items contained therein.
- (4) Name of contractor.

D.2 52.999-4002

PACKAGING AND MARKING OF CLASSIFIED ITEMS
(DoD Manual 5220-22M, Industrial Security Manual)

(a) TOP SECRET, SECRET and CONFIDENTIAL material shall be packaged to conceal it properly and to avoid suspicion as to contents, and to reach its destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION WILL APPEAR IN EXTERNAL MARKINGS.

(b) TOP SECRET, SECRET and CONFIDENTIAL documents shall be enclosed in two (2) opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, returned addressed, and sealed. The classification of the documents being transmitted shall be clearly marked on the front and back of the inner container. The classified documents shall be protected from direct contact with the inner cover by a cover sheet or by folding inward. When transmitting TOP SECRET and SECRET material the inner container shall contain a receipt form which identifies the addressor, the addressee, and the contents by unclassified or short title. Where this is not practical, the receipt shall be sent to the proposed recipient with the advance notice of shipment, or be handcarried by a responsible employee designated to accompany the classified shipment to its destination. CONFIDENTIAL documents shall be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer containers shall be addressed, return addressed, and carefully sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5 of the Industrial Security Manual for Safeguarding Classified Information DoD Manual 5220.22M).

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D.3 52.999-4003

METHOD OF TRANSMISSION
(DoD Manual 5220-22M, Industrial Security Manual)

TOP SECRET material may be transmitted by:

(i) a specifically designated escort or courier cleared for access to TOP SECRET information (Military, U.S. Civilian employee, or a responsible employee designated by the Contractor, except that the Contractor employee shall not carry classified material across international boundaries);

(ii) Armed Forces Courier Service using a contractor assigned ARFCOS Account number. Under no circumstances shall TOP SECRET material be transmitted through the U.S. or company mail channels. (See Chapter 5 of the Industrial Security Manual for Safeguarding Classified Information DoD Manual 5220.22M).

END OF SECTION D

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SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-5

INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 NOV)

E.2 52.999-4005

INSPECTION AND ACCEPTANCE AT DESTINATION

a. Inspection and acceptance will be made by the authorized representative of the Contracting Officer.

b. Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination specified herein.

c. The basis for acceptance shall be contractor conformity with contract requirements.

d. The Government shall accomplish the inspection and acceptance within 30 calendar days after receipt of deliverables.

END OF SECTION E

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SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.212-13 I

STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.2 52.252-2

CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
(End of clause)

F.3 52.999-4010

DELIVERY INSTRUCTIONS: F.O.B. DESTINATION CONSIGNMENT INSTRUCTIONS:

Delivery shall be made and all transportation charges paid to destination(s) in accordance with the contract clause entitled "F.O.B. Destination" (NON-MILSTRIP). Consignment instructions are as follows:

SHIPPING CODE:

SHIP TO: DEFENSE INTELLIGENCE AGENCY
BUILDING 6000 BOLLING AIR FORCE BASE
WASHINGTON, D.C. 20032

MARK FOR: Contracting Officer's Technical
Representative

Attn: DT-S [REDACTED]
Contract Number: MDA908-93-C-0004

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F.4 52.999-4009 II

PERFORMANCE PERIOD

The work and services required hereunder shall be completed/delivered within eighteen (18) months from effective date of contract as follows:

a. CLIN(s) 0001 shall be completed within 18 months from the effective date of contract.

b. CLIN 0002 (Data) shall be delivered in accordance with the schedules specified on the DD Form 1423, Contract Data Requirements List (EXHIBIT A, dated 2 June 1992), F.O.B. Destination.

c. CLIN 0003 shall be completed by request during the term of the contract.

F.5 52.999-4012

PLACE OF PERFORMANCE

The work under this contract shall be performed at Contractor's facilities

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 52.999-4016
VOUCHERS

a. Public Vouchers, Standard Form 1034 shall be submitted in an original and seven copies for review and provisional approval to the cognizant audit agency indicated below:

DEFENSE CONTRACT AUDIT AGENCY - SAIC SUBOFFICE

10260 CAMPUS POINT DRIVE M/S F1

SAN DIEGO, CA 92121

b. One (1) copy of any voucher, submitted to DCAA in relation to this contract, shall be simultaneously forwarded to the Contracting Officer's Representative identified in Section G.

c. The contractor may seek advice and guidance from the DCAA Auditor on the format and manner in which Public Vouchers and financial representations shall be prepared.

G.2 52.999-4015
PAYMENT ADDRESS

Payment made to the contractor under this contract shall be mailed to the following address:

SCIENCE APPLICATIONS INTERNATIONAL CORP
P.O. BOX 361347
COLUMBUS, OHIO 43236-1347

G.3 52.999-4019
METHOD OF PAYMENT

As consideration for the proper performance of the work and services required under this contract, the contractor shall be paid as follows:

a. Costs, as provided for under the contract clause entitled "ALLOWABLE COST, AND PAYMENT," not to exceed the amount of estimated cost set forth as in Section B, subject to the Contract Clause entitled "Limitations of COST".

b. The fixed fee set forth in Section B, shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the contractor may bill on each monthly voucher the amount of fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost, but subject to the withholding provision of paragraph (b) of the contract clause entitled "FIXED FEE".

G.4 52.999-4024

CONTRACTOR CONTRACT ADMINISTRATOR(S)

Designate below the person(s) whom the government may contact for prompt action on matters pertaining to administration of the contract.

NAME: [REDACTED]
TITLE: SENIOR CONTRACT REPRESENTATIVE SG1J
TELEPHONE NUMBER: (703) 734-4074

G.5 52.999-4026

ASSIGNMENT OF CONTRACT ADMINISTRATION

The normal contract administration functions listed in FAR 42.302(a), will be administered by the contract administration office (CAO) performing contract administration services within the Contractor's geographic plant location.

G.6 52.999-4030

PURCHASING OFFICE REPRESENTATIVES

a. Contracting Officer	[REDACTED]	SG1J
Office Symbol DPP-2B DPP-2B	243-8388	
Telephone (1) Commercial	[REDACTED]	SG1A
(2) DSN	_____	
b. Contract Specialist	[REDACTED]	SG1J
Office Symbol DPP-2B		
Telephone (1) Commercial	[REDACTED]	SG1A
(2) DSN	_____	
c. Contracting Officer's Representative	[REDACTED]	SG1J
Office Symbol DT-S		
Telephone (1) Commercial	[REDACTED]	SG1A
(2) DSN	_____	

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 52.000-4000

NUMBERING OF LOCAL TEXT

The numbers in the 52.999-4XXX series identify local text and 52.500-4XXX identifies those FAR and DFARS clauses promulgated prior to publication or system update. These numbers are assigned for internal identification for automatic document generation.

H.2 52.999-4031

SECURITY REQUIREMENTS

a. The Contractor shall maintain and administer a security program in accordance with Industrial Security Manual DoD 5220.22M and DIA Manual 50-5. Copies of these documents are available for review in the office of the Contracting Officer.

b. Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to default under the appropriate termination clause herein.

c. The Government reserves the right to direct any contractor employee to be removed from performance, direct or indirect, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security, whether or not the cause is deemed of sufficient severity to warrant action to terminate the Contractor's or individual's security clearance. The Government also reserves the right to direct any contractor employee to be removed from performance, direct or indirect, for the period of time necessary to conduct any investigation of alleged misconduct which may in the opinion of the Contracting Officer jeopardize the security of the project.

d. Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. The highest classification involved in the performance of this contract is TS//SI//SAO. This contract document is classified Secret.

e. The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or transmitting classified information under this contract without the written permission of the Contracting Officer.

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H.3 52.999-4042

CHANGE IN KEY PERSONNEL

The contractor shall notify the Contracting Officer prior to making any change in the individuals identified in the proposal as key personnel assigned to this contract. The contractor must demonstrate that the qualifications of the prospective personnel are equal to, or better than, the qualifications of the personnel being replaced.

H.4 52.999-4093

DISCLOSURE OF INFORMATION
(DFARS 204.404-70)

a. Pursuant to the contract clause entitled "Disclosure of Information, the contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

c. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

H.5

GOVERNMENT FURNISHED DATA

The Contractor shall request any data required for the conduct of this contract, in writing, from the Contracting Officer's Representative (COR). The COR will maintain records of all such Government furnished data to insure accountability and return to the Government upon termination of the contract.

The Contractor is authorized to utilize equipment/software purchased under contract number MDA908-91-C-0037.

The Contractor is authorized to continue to utilize classified documents from contract number MDA908-91-C-0037.

See Attachment 2, dated 21 Nov 92, for list of Equipment and Software of Contract MDA908-92-C-0037.

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H.6. USE OF HUMAN SUBJECTS:

a. DEFINITIONS:

1. Human Subject: An individual about whom an investigator conducting research obtains data through interaction with the individual, including both physical procedures and manipulations of the subject or the subject's environment. The term does not include military or civilian personnel who are qualified to test by assignment to duties that call specifically for such qualifications such as test pilots and test engineers.

2. Non-U.S. Citizens: Foreign nationals, excluding, personnel on active duty.

3. Research: The term does not include individual or group training of military personnel such as combat readiness, effectiveness, proficiency, or fitness exercises.

b. GENERAL GUIDANCE:

1. The contractor shall conduct research using human subjects at all times so as to be in full compliance with all applicable laws, federal regulations and DoD instructions. Among them are:

a. 45 CFR 46 Health and Human Services (HHS) Regulation, "Protection of Human Subjects";

b. 10 U.S.C. Section 980, "Limitations on Use of Humans as Experimental Subjects";

c. DoD Directive 3216.2 (January 7, 1983) "Protection of Human Subjects in DoD-Supported Research";

2. Safeguarding the rights and welfare of subjects at risk in activities supported by this contract is the responsibility of the Contractor. Compliance with this contract will in no way render inapplicable pertinent federal, state, or local laws or regulations. In order to provide for the adequate discharge of this institutional responsibility, no activity involving human subjects under this contract shall be undertaken unless a Contractor Human Use Review Board (CRB) has reviewed and approved such activity.

3. The contractor must provide the Contracting Officer with a written assurance that it is in compliance with all provisions of 45 CFR 46 HHS Regulation, "Protection of Human Subjects", as amended.

4. The Contractor will assure the Contracting Officer that the identities of all subjects will be protected.

5. Informed consent must be obtained in writing from each human subject before research is undertaken.

6. The Contractor shall provide all necessary medical care to research subjects for injury or disease which is the proximate result of participation in the research.

7. Studies conducted outside the United States, its territories or possessions, shall be conducted in compliance with all laws, customs, and practices of the country in which the study is to be conducted.

c. REQUIREMENTS FOR REPORTING AND DOCUMENTATION:

1. Copies of all documents presented or required for initial and continuing review of the CRB, e.g., Board minutes pertaining only to the contract, record of subjects consent, transmittal on actions, instructions and conditions resulting from Board deliberations addressed to the activity director, are to be retained by the Contractor for at least three (3) years after completion of the research. All documents shall be accessible for inspection during normal working hours by the DIA COTR or authorized representative.

2. Except as otherwise provided by law, information in the records or possession of the Contractor which refers to or can be identified with a particular subject may not be disclosed except:

a. With the consent of the subject or his legally authorized representative, or

b. As may be necessary for the DIA to carry out its legal responsibilities.

3. Upon expiration or termination of this contract, a list of all unused test material shall be provided to the DIA Contracting Officer.

4. The Contractor shall immediately notify the DIA Contracting Officer, by telephone, of inquiries from sources outside the Department of Defense concerning the use of human subjects under this contract.

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SECTION I
CONTRACT CLAUSES

I.1 252.201-7000

DAC 91-3 57FR179 09/15/92

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

I.2 52.203-6

AL 92-9

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

(End of clause)

I.3 52.215-39

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JUL 1991)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(5). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirements of FAR 15.804-8(f). The resulting adjustment to prior years' PRB costs will be determined and applied in accordance with FAR 31.205-6(o).

(End of clause)

I.4 52.219-9

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
(JAN 1991)

- (a) This clause does not apply to small business concerns.
- (b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.
- "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and with small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns; and
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.
 - (4) A description of the method used to develop the subcontracting goals in (1) above.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the

method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent

consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

I.5 252.219-7003

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 1991)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR section 608.2.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of section 312(b) of the Higher Education Act of 1965 (20 U.S.C. 1058). The term also means any nonprofit research institution that was an integral part of a historically black college or university before November 14, 1986.

(b) Except for company or division-wide commercial products subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of section 832 of the FY90 DoD Authorization Act, Pub. L. 101-189.

(d) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(End of clause)

I.6 52.222-2

PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed _____ or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the

requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I.7 52.245-5

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting

Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for

which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the

subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in

favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words

"Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.
(End of clause)

I.8 52.252-2

CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.9 252.201-7000

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
(Reference 201.602-70)

I.10 52.202-1

DEFINITIONS (SEPT 1991)
(Reference 2.2)

I.11 52.203-1

OFFICIALS NOT TO BENEFIT (APR 1984)
(Reference 3.102-2)

I.12 52.203-3

GRATUITIES (APR 1984)
(Reference 3.202)

I.13 52.203-5

COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.14 52.203-7

ANTI-KICKBACK PROCEDURES (OCT 1988)
(Reference 3.502-3)

I.15 52.203-10

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
(Reference 3.104-10)

- I.16 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
(Reference 3.808)
- I.17 252.203-7000
STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (DEC 1991)
(Reference 203.170-4)
- I.18 252.203-7001
SPECIAL PROHIBITION ON EMPLOYMENT (DEC 1991)
(Reference 203.570-5)
- I.19 252.203-7003
PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS (APR 1992)
(Reference 203.7108)
- I.20 52.204-2
SECURITY REQUIREMENTS (APR 1984)
(Reference 4.404)
- I.21 252.204-7000
DISCLOSURE OF INFORMATION (DEC 1991)
(Reference 204.404-70)
- I.22 252.205-7000
PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
(Reference 205.470-2)
- I.23 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 1991)
(Reference 9.409)
- I.24 252.209-7000
ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)
(Reference 209.103-70)

- I.25 52.215-1
EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
(Reference 15.106-1)
- I.26 52.215-2
AUDIT--NEGOTIATION (DEC 1989)
(Reference 15.106-2)
- I.27 52.215-9
~~DELETED~~ SUBMISSION OF OFFERS (DEC 1989)
(Reference 15.407)
- I.28 52.215-22
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (JAN 1991)
(Reference 15.804-8)
- I.29 52.215-27
TERMINATION OF DEFINED BENEFIT PENSION PLANS (SEP 1989)
(Reference 15.804-8)
- I.30 52.215-30
FACILITIES CAPITAL COST OF MONEY (SEP 1987)
(Reference 15.904)
- I.31 52.215-33
ORDER OF PRECEDENCE (JAN 1986)
(Reference 15.406-3)
- I.32 252.215-7000
PRICING ADJUSTMENTS (DEC 1991)
(Reference 215.804-8)
- I.33 252.215-7002
COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991)
(Reference 215.811-70)
- I.34 52.216-7
ALLOWABLE COST AND PAYMENT (JUL 1991)
(Reference 16.307)

- I.35 52.216-8
FIXED FEE (APR 1984)
(Reference 16.307)
- I.36 52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS
CONCERNS (FEB 1990)
(Reference 19.708)
- I.37 52.219-13
UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)
(Reference 19.902)
- I.38 52.220-3
UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)
(Reference 20.302)
- I.39 52.222-3
CONVICT LABOR (APR 1984)
(Reference 22.202)
- I.40 52.222-26
EQUAL OPPORTUNITY (APR 1984)
(Reference 22.810)
- I.41 52.222-28
EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
(Reference 22.810)
- I.42 52.222-35
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
(APR 1984)
(Reference 22.1308)
- I.43 52.222-36
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
(Reference 22.1408)

- I.44 52.222-37
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE
VIETNAM ERA (JAN 1988)
(Reference 22.1308)
- I.45 52.223-2
CLEAN AIR AND WATER (APR 1984)
(Reference 23.105)
- I.46 52.223-6
DRUG-FREE WORKPLACE (JUL 1990)
(Reference 23.505)
- I.47 52.225-13
RESERVED
(Reference)
- I.48 52.225-7012
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 1991)
(Reference 225.7002-4)
- I.49 52.227-1 I
AUTHORIZATION AND CONSENT (APR 1984)--ALTERNATE I (APR 1984)
(Reference 27.201-2)
- I.50 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(APR 1984)
(Reference 27.202-2)
- I.51 52.227-10
FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (APR 1984)
(Reference 27.207-2)
- I.52 52.227-12
PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JUN 1989)
(Reference 27.303)

- I.53 252.227-7013
RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988)
(Reference 227.403-70)
- I.54 252.227-7018
RESTRICTIVE MARKINGS ON TECHNICAL DATA (OCT 1988)
(Reference 227.403-72)
- I.55 252.227-7020
RIGHTS IN DATA--SPECIAL WORKS (MAR 1979)
(Reference 227.405-76)
- I.56 252.227-7029
IDENTIFICATION OF TECHNICAL DATA (APR 1988)
(Reference 227.403-72)
- I.57 252.227-7030
TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)
(Reference 227.403-74)
- I.58 252.227-7036
CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)
(Reference 227.403-74)
- I.59 252.227-7037
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (APR 1988)
(Reference 227.403-73)
- I.60 52.228-6
INSURANCE--IMMUNITY FROM TORT LIABILITY (APR 1984)
(Reference 28.311-1)
- I.61 52.228-7
INSURANCE--LIABILITY TO THIRD PERSONS (APR 1984)
(Reference 28.311-2)
- I.62 52.230-3
DISCLOSURES AND CONSISTENCY OF COST ACCOUNTING PRACTICES (AUG 1992)
(Reference 30.201-4)

- I.63 52.230-4
CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)
(Reference 30.201-4)
- I.64 252.231-7000
SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
(Reference 231.100-70)
- I.65 252.231-7001
PENALTIES FOR UNALLOWABLE COSTS (DEC 1991)
(Reference 231.7004)
- I.66 52.232-17
INTEREST (JAN 1991)
(Reference 32.617)
- I.67 52.232-20
LIMITATION OF COST (APR 1984)
(Reference 32.705-2)
- I.68 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.69 52.232-25
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(Reference 32.908)
- I.70 52.233-1
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(Reference 33.215)
- I.71 52.233-3
PROTEST AFTER AWARD (AUG 1989)
(Reference 33.106)
- I.72 52.233-3 I
PROTEST AFTER AWARD (JUN 1985)--ALTERNATE I (JUN 1985)
(Reference 33.106)

- I.73 252.233-7000
CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (DEC 1991)
(Reference 233.7001)
- I.74 52.242-1
NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 42.802)
- I.75 52.242-13
BANKRUPTCY (APR 1991)
(Reference 42.903)
- I.76 252.242-7000
POSTAWARD CONFERENCE (DEC 1991)
(Reference 242.570)
- I.77 52.243-2 V
CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
(Reference 43.205)
- I.78 52.243-7
NOTIFICATION OF CHANGES (APR 1984)
(Reference 43.107)
- I.79 52.244-2 I
SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (JUL 1985)--
ALTERNATE I (APR 1985)
(Reference 44.204)
- I.80 52.244-5
COMPETITION IN SUBCONTRACTING (APR 1984)
(Reference 44.204)
- I.81 52.245-1
PROPERTY RECORDS (APR 1984)
(Reference 45.106)

[Typed name of the officer or employee responsible for the modification proposal]

+ Subsections 27(a), (b), and (d) are effective on December 1, 1990.

Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

I.85 252.203-7003

DAC 91-2

PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS (APR 1992)

(a) Definitions.

As used in this clause--

(1) "Appropriate Government official" means

(i) An officer or employee of the Department of Defense responsible for command, direct staff assistance to a commander, contract administration, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to Government procurement or the subject matter of the contract;

(ii) A Member of Congress or an officer or employee of Congress, the General Accounting Office, the Congressional Budget Office, or the Office of Technology Assessment; and

(iii) Any other officer or employee of the United States whose duties include the investigation or enforcement of any law, rule, or regulation relating to Government procurement or the subject matter of the contract.

(2) "Information concerning a contract" means information about cost, price, compliance with specifications, meeting the user's requirements, user safety, use or disposition of services, real property or personal property acquired under the contract, the procurement process (including competition, negotiation, award, and administration), and relationships

with Government personnel, competitors, or subcontractors.

(b) Prohibition.

In accordance with 10 U.S.C. 2409a, the Contractor shall not discharge or otherwise discriminate against any employee with respect to the employee's compensation or terms and conditions of employment because the employee (or any person acting pursuant to a request of the employee) discloses to an appropriate Government official information concerning a defense contract, which information the employee reasonably believes evidences a violation of any Federal law or regulation relating to defense procurement or the subject matter of this contract.

(c) The Government will notify the Contractor upon receipt of any complaint filed under the provisions of this clause and Subpart 203.71 of the Defense FAR Supplement. The Contractor agrees to cooperate with the Government during its investigation of any such complaint.

(d) The Contractor shall inform all employees of--

- (1) The prohibitions of this clause;
- (2) Employees' rights under 10 U.S.C. 2409a; and
- (3) Availability of procedures implementing the statute.

(End of clause)

I.86 252.204-7003

CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

I.87 52.220-1

PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)

(a) This acquisition is not a set-aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers, or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50% of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

I.88 52.225-11

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire for use in the performance of this contract--

(1) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;

(2) Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba; or

(3) Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.

(b) The Contractor shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, any supplies that are or were located in or transported from or through Iraq, or any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder.

(End of clause)

I.89 252.232-7006

DAC 91-3 57FR179 09/15/92

REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)

(a) 10 U.S.C. 2307(e) permits the head of the agency to reduce or suspend further payments to the Contractor upon a written determination by the agency head that substantial evidence exists that the Contractors request for advance, partial, or progress payments is based on fraud. The provisions of 10 U.S.C. 2307(e) are in addition to any other rights or remedies provided the Government by law or under contract.

(b) Actions taken by the Government in accordance with 10 U.S.C. 2307(e) shall not constitute an excusable delay under the Default clause of this contract or otherwise relieve the Contractor of its obligations to perform under this contract.

(End of clause)

I.90 52.500-4069

Clause Number 52.500-4069

DRUG-FREE WORKFORCE (SEP 1988)

classified information; or (2) when the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health and safety of those using or affected by the product of, or performance of, the contract. Do not use in solicitations and contracts for Commercial or commercial-type products (see FAR 11.001) DFARS 223.570-4 (DAR Case 88-083)@@

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor

determine involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to

deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(END OF CLAUSE)

(End of Section)

MDA908-93-C-0004
 ATTACHMENT 2
 PAGE 1 OF 3
 NOV 21 1992

GOVERNMENT FURNISHED PROPERTY
EQUIPMENT LIST

<u>PART NO</u>	<u>MODEL NO</u>	<u>DESCRIPTION</u>	<u>SERIAL NO</u>
None	Proof Positive	Grammer Check, American Heritage Dictionary and Thesaurus.	PPPI-0991-1 0-4-008
CT-2082VY	CT-2082VY	Panasonic 20" Video Monitor Receiver	AL10100293
217078	WINGZ	Spreadsheet for SUN UNIX Platform	100-31261-0 42144-1
AUTOPLAN	None	Project Management Software for SUN UNIX Platform	None
SP-FCSS-ENG-YSC	5.0	Desktop Publishing Software for UNIX Platform	None
650E-M	None	Erasable Optical 60MBYTE Media	None
WPSS	PV-Wave	Mathematical and Analysis and Software for UNIX Platform	None
WPPSS	Wave/Point	Mathematical and Analysis Software for UNIX Platform	None
DP-0002-20	OS 4.1.1	Digital Photo 24-Bit Color Rasterops Option; Software for SUN SPARC 2	None
SC-7500	MI-0003-10	Mitsubishi Full Color Scanner SCST with Mitsubutool Spotware	8200546
SS-2000T	200T	8mm Backup Tape Drive with Budtool Software	7579
S-SMT	None	Software for Exabyte	None
5250034-901	QMS-PS820	PostScript Printer, 8 Pages per Minute with Accelerator	FKX04556 Q0016709
8-863-0005-000	Envelope Tray	Paper Cassette for Envelopes	None

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MDA908-93-C-0004

ATTACHMENT 2

PAGE 2 OF 3

<u>PART NO</u>	<u>MODEL NO</u>	<u>DESCRIPTION</u>	<u>SERIAL NO</u>
365-1140-02	4/75GX-16-P40	16MB 19" Color-GX Desktop	9109CY3208
600-2579-02		Operating System (O/S)	115F1094
595-2178-01	X116W	16MB Expansion Memory, 80NS	None
595-1929-04	X559W	644MB SCST Disk, CD Pack/ CD-ROM	112G2980
599-1746-01	X565W	669MB Disk, 150MB 1/4" Tape	111G2165
851-1017-02	SX-09	SUN OS Full UNIX Documentation	None
851-1018-02	SX-09	SUN OS Full UNIX Documentation	None
851-1019-02	SX-09	SUN OS Full UNIX Documentation	None
851-1035-01	SX-09	SUN OS Full UNIX Documentation	None
851-1070-01	SX-09	SUN OS Full UNIX Documentation	None
295-2177-04	X300W	North American Country Kit	9113005574
800-5807-10	SYSI2	2-User SOS RTU License	None
CCC-1.0-4- 34R-5	None	C-Compiler and Media Documentation	None
605-1290-02	X218A	Video Frame Capture Board	001835
365-1140-02 600-2791-03 794-1122-01	4/50MX-16-P40	16MB 19" Grayscale Desktop	125DU2599 135MI931
595-2263-01	X104U	4MB Expansion Memory	None
595-2152-01	X552Y	207MB Lunchbox/Internal SCSI Disk 1.44MB 3.5" Internal Floppy	139G1556
595-2307-01 855-1502-02	X300U	North American Country Kit	None
365-1140-02 600-2791-03 794-1122-01	4/50MX-16-P40	16MB 19" Grayscale Desktop	138DU8388 136M0511
595-2263-01	X104U	4MB Expansion Memory	None

NOV 21 1992

MDA908-93-C-0004

ATTACHMENT 2

PAGE 3 OF 3

<u>PART NO</u>	<u>MODEL NO</u>	<u>DESCRIPTION</u>	<u>SERIAL NO</u>
595-2152-01	X552Y	207MB Lunchbox/Internal SCSI Disk 1.44MB 3.5" Internal Floppy	139G1557
595-2307-01	X300U	North American Country Kit	None
855-1502-02			
9269	SQL Station	SQL Station as follows:	None
1003		SQL Server 4.2	
1030		Data Workbench 4.1	
1201		APT Workbench 4.0.2	
1032		Open Client/C 4.2.5	
16-0168-01	None	QT-1000/EOS-SS Drive	00824
92-0015-01	None	Media, Optical, Maxtor, Eraceable IGB	00824
None	PVS98A	NEC PC VCR	COX00517
None	CC2A	NEC 1.5M Cable to Mac	None
None	SWDKA	NEC Mac Tool Kit	None
LD-V8000		Industrial LaserDisc Player	None
PMO-650		SUN Sparc Fast Magneto Optical	None
SMP-1.1-4-4-21		Software - SUN Simplify SQL	None

DD Form 142 Approved For Release 2000/08/08 : CIA-RDP96-00789R0002000460007-2

OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____																															
D. SYSTEM/ITEM Phenomenological Research and Analysis		E. CONTRACT/PR NO. MDA908-93-C-0004		F. CONTRACTOR SAIC																															
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Contractor's Progress, Status and Management Report.			3. SUBTITLE Periodic Status Reports																															
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE (S.O.W) C.6.1, C.6.2, C.6.3, C.6.4		6. REQUIRING OFFICE DIA/ODT-S																															
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY BI-MO	12. DATE OF FIRST SUBMISSION 5 DARC	14. DISTRIBUTION																															
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report-Study/Services			3. SUBTITLE Interim Technical Reports																															
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508		5. CONTRACT REFERENCE (S.O.W) C.6.1, C.6.2, C.6.3, C.6.4		6. REQUIRING OFFICE DIA/ODT-S																															
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM			3. SUBTITLE Final Technical Report																															
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508		5. CONTRACT REFERENCE (S.O.W) C.6.1, C.6.2, C.6.3, C.6.4		6. REQUIRING OFFICE DIA/ODT-S																															
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16. REMARKS Ref Block 12: Contents of this report will encompass A002 plus any remaining contract period. Contractor will provide draft report 5 DARP. Draft report will be returned within 7 working days.																																			
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4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE																															
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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18. ESTIMATED TOTAL PRICE

1. TITLE Contractor's Progress, Status and Management Report		2. IDENTIFICATION NUMBER DI-MGMT-80227	
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.			
4. APPROVAL DATE (YYMMDD) 860905	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SPAWAR	6a. DTIC REQUIRED	6b. GIDEP REQUIRED
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER N3947
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> - This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. 10.3 <u>Content</u> - The report shall include: a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity; b. Description of the progress made against milestones during the reporting period; c. Results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations; d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart; e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; g. Cost curves showing actual and projected conditions throughout the contract; h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date; i. Person-hours expended for the reporting period and cumulatively for the contract; j. Any trips and significant results; (cont. on page 2)			

DI-MGMT- 80227

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

- 7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.
-

10. PREPARATION INSTRUCTIONS (Cont'd)

- k. Record of all significant telephone calls and any commitments made by telephone;
- l. Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m. Contract schedule status;
- n. Plans for activities during the following reporting period;
- o. Name and telephone number of preparer of the report;
- p. Appendixes for any necessary tables, references, photographs, illustrations, and charts.

*U.S. GOVERNMENT PRINTING OFFICE: 1986-704-037/50176

DATA ITEM DESCRIPTION Approved For Release 2000/08/08 : CIA-RDP96-00789R003000460007-2		Form Approved DMB NO. 0704-0188	
2. TITLE Technical Report - Study/Services		1. IDENTIFICATION NUMBER DI-MISC-80508	
3. DESCRIPTION/PURPOSE 3.1 A technical report provides fully documented results of studies or analyses performed.			
4. APPROVAL DATE (YYMMDD) 880115	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T2137	6a. DTIC APPLICABLE X	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-A-5029. 7.3 Defense Technical Information Center (DTIC), Cameron Station, Alexandria, VA 22314.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER G4291
10. PREPARATION INSTRUCTIONS 10.1 Format. (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink. (b) Text shall be prepared on standard letter size paper (8 1/2" X 11"). (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report. (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable. 10.2 Content. (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period. <div style="text-align: right;">(continued on page 2)</div>			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

DI-MGMT-80508

Block 10. Preparation Instructions (Continued)

- (b) Table of Contents
- (c) Section I - Includes the following:
 - (1) Introduction
 - (2) Summary - A brief statement of results obtained from the analytic effort.
 - (3) Conclusions and their condensed technical substantiations.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>			1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)	
X	a. PRIME CONTRACT NUMBER MDA908-93-C-0004	X	a. ORIGINAL (Complete date in all cases) 93/12/31	Date (YYMMDD)
	b. SUBCONTRACT NUMBER	X	b. REVISED (Supersedes all previous issues)	Date (YYMMDD)
X	c. SOLICITATION OR OTHER NUMBER MDA908-92-R-0164		c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)
	Due Date (YYMMDD) 28 August 92			
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X NO. If Yes, complete the following: Classified material received or generated under _____ Proceeding Contract Number(s) transferred to this follow-on contract: _____				
5. IS THIS A FINAL DD FORM 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X NO. If Yes, complete the following: In response to the contractor's request dated _____, extension of the identified classified material is authorized for the period of _____				
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)				
a. NAME, ADDRESS, AND ZIP CODE SAIC 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121		b. CAGE CODE ORFC9	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DCASR LOS ANGELES ATTN: DIRECTORATE OF INDUSTRIAL SECURITY 11099 LA CIENGA BLVD LOS ANGELES, CA 90045	
7. SUBCONTRACTOR				
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE				
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT R&D Contract: Research and Analysis				
10. THIS CONTRACT WILL REQUIRE ACCESS TO:				
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/> X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		<input checked="" type="checkbox"/> X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/> X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/> X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	
(CI Source Compartmented Information (SCI))	<input checked="" type="checkbox"/> X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. (EXCEPT FOR U.S. POSSESSION) AND TRUST TERRITORIES	
(CI Non-SCI)	<input checked="" type="checkbox"/> X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/> X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		<input checked="" type="checkbox"/> X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/> X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/> X		k. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/> X		l. OTHER (Specify)	
k. OTHER (Specify)			DoD 5200.17(M-2); DIAM 50-3; DIAM 50-5 apply	

DD Form 254, DEC 90

Previous editions are obsolete.

Enclosure 8

53-21

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. <input type="checkbox"/> Direct <input type="checkbox"/> Through Agency:															
No public exhibition of SCI authorized.															
<small>to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.</small>															
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (If it is appropriate for the classified effort, attach or forward under separate correspondence, any documents/publications referenced herein. Add additional pages as needed to provide complete guidelines.)															
<p>a. This contract requires access to SCI. The Director, Defense Intelligence Agency has exclusive security responsibility for such information released to the contractor or developed under this contract. DIAM 50-5, Volumes I and II provide the necessary guidance for physical, personnel and information security measures and is a part of the security specifications for this contract. DCASR is relieved of all responsibility for all SCI material for information released to the contractor under this contract. Access to SCI limited to US govt SCIF. Contractor facility limited to SECRET NOFORN collateral material.</p> <p>b. All contractor personnel to be granted access to all classified information released or generated under this contract must be U.S. citizens granted a final security clearance by the Government prior to being given access. Immigrant aliens, interim cleared personnel or personnel holding a contractor granted CONFIDENTIAL clearance are not eligible for access to classified information released or generated under this contract without the express permission of the Director, DIA.</p> <p>c. Classified material released or generated under this contract is not releasable to Foreign National without the express permission of the Director, DIA.</p> <p style="text-align: right;">(continued)</p>															
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No															
DIA document ODT-S-1040-S; "Contractor Security Procedures Guide."															
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if additional space is needed.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No															
DIA has exclusive security responsibility for any SCI classified information developed or related to this contract.															
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.															
TITLE CHIEF, ODT-S	C. TELEPHONE (Include Area Code)														
Defense Intelligence Agency Washington, D.C. 20340-0001	17. REQUIRED DISTRIBUTION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;"><input checked="" type="checkbox"/></td> <td>a. CONTRACTOR</td> <td rowspan="5" style="vertical-align: middle; text-align: center; font-size: 1.5em;">SG1A</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>b. SUBCONTRACTOR</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>e. ADMINISTRATIVE CONTRACTING OFFICER</td> </tr> <tr> <td colspan="2" style="text-align: center;"><input type="checkbox"/></td> <td>f. OTHERS AS NECESSARY</td> </tr> </table>	<input checked="" type="checkbox"/>	a. CONTRACTOR	SG1A	<input type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input type="checkbox"/>		f. OTHERS AS NECESSARY
<input checked="" type="checkbox"/>	a. CONTRACTOR	SG1A													
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<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION														
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER														
<input type="checkbox"/>		f. OTHERS AS NECESSARY													
e. SIGNATURE 															

DD Form 254 Reverse, DEC 90

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DSO-2
2/27/92 DSO-2B

Item 13: Additional Security Guidance, ctd.

d. Unclassified information released or generated under this contract shall be restricted to its dissemination to contractor and government personnel involved in the contract. Release in open source literature or exhibition of such information is strictly prohibited without the permission of the Director, DIA.

e. This contract requires the use of the DEFCOS system.

f. Recipients of information under this contract may not release information to subcontractors without the permission of the DIA.

g. Final classification of the information generated under this contract is the responsibility of DIA (ODT-S). Information generated under this contract is subject to the guidelines contained in DoD Regulation 5200.1R, dated 2 Nov 1978. Technical reports classified as high as TOP SECRET SI/SAO will be provided to the contractor by DIA and other DoD activities, and other DoD contractors for use in connection with this contract. These reports may be retained for the duration of this contract unless no longer needed. Upon termination of this contract the reports shall be returned to the sender (if required) or destroyed IAW current security regulations. If these documents are to be retained beyond the ending date of this contract, written justification must be forwarded to and authorization given by the contracting officer.

h. DIA will provide the contractor with a STU-III to be used in conjunction with this contract. See enclosed security procedures guide for additional information concerning this item.

i. Due to the unique nature of certain aspects of this contract, the contractor is required to provide a suitably controlled and restricted immediate working environment to permit sensitive project activities to be properly conducted.

j. All copies of final documents generated by the contractor under this contract will be transmitted to DIA (ODT-S) for dissemination to authorized recipients. No other distribution is authorized.

~~Secret~~

Approved For Release 2000/08/08 : CIA-RDP96-00789R003000460007-2

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATING		PAGE OF PAGES 1 40	
2. CONTRACT (Proc. Inst. Ident.) NO. MDA90893C0004		3. EFFECTIVE DATE 30 DEC 92 / 30 June 92		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 330/026/92 / OOTS			
5. ISSUED BY SG1J Virginia Contracting Activity P.O. Box 46563 Washington, D.C. 20050-6563 S12 (202) 373-8388		CODE HHQ402		6. ADMINISTERED BY (If other than Item 5) DCMAO San Diego 7675 Dagget Street, Suite 200 - 300 San Diego, CA 92111-2241		CODE S0514A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 C/O DEFENSE TECHNOLOGY GROUP 1710 GOODRIDGE DRIVE, MS 2-6-2 MCLEAN, VA 22102				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT 00.000% 00 Net 000 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12			
CODE 52302		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFC/San Francisco (Paymt Off) P.O. Box 182380 Columbus, OH 43218-2380			
11. SHIP TO/MARK FOR See Schedule		CODE 00000		CODE SC1008			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(6) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA 9720400.44 7M2 6F0301 1222 503744 - \$1,425,613.00 (C)			
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached Schedule(s) Section K and L as submitted with your offer in response to solicitation MDA908-92-R-0164 are incorporated by reference and retained in the official contract file.						
COST-PLUS-FIXED-FEE (COMPLETION)				15G. TOTAL AMOUNT OF CONTRACT \$ 1,425,613.00			
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	24
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	2	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	2	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	5				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award / contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award / contract. No further contractual document is necessary.			
20A. NAME OF CONTRACTING OFFICER Representative				20B. DATE SIGNED 12/30/92			
20C. DATE SIGNED 12/30/92				20D. DATE SIGNED 12/30/92			

~~Secret~~